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Counsel for Tecta America Corp.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

GENERAL MOTORS CORP., *et al.*,

Debtors.

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Chapter 11

Case No. 09-50026 (REG)

Jointly Administered

**LIMITED OBJECTION OF TECTA AMERICA CORP. TO NOTICE OF
(I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY
CONTRACTS AND (II) CURE AMOUNTS RELATED THERETO**

Tecta America Corp. ("Tecta"), by its undersigned counsel, objects on a limited basis ("Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the "Notice"), and respectfully states as follows:

BACKGROUND

1. On June 1, 2009 ("Petition Date"), General Motors Corporation and its affiliated debtors (together, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

2. Also on the Petition Date, the Debtors filed the Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k), and (m), and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, to (I) Approve (A) the Sale Pursuant to the Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing (Docket No. 92) ("Motion").

3. Pursuant to the Motion and orders of the Court relating to the same, the Debtors thereafter served the Notice on Tecta.

4. The Notice itself did not identify the contracts proposed to be assumed and related cure amounts but instead referred Tecta to an internet website which lists the contracts the Debtors propose to assume and cure amounts associated with the same. Reproductions of the relevant pages from the website are attached to this Objection as Exhibit A.

5. As set forth on Exhibit A, the Debtors propose a total net cure amount of \$26,268.00 associated with the contracts proposed to be assumed by Debtors.

OBJECTIONS

6. Tecta does not object to the proposed assumption of the contracts and the cure amounts referred to in Exhibit A *except* that certain additional cure amounts as described in the paragraphs below were not listed and are owed to Tecta under the same contracts the Debtors propose to assume.

7. On or about May 30, 2009, Tecta invoiced Debtors in the amounts set forth on Exhibit B hereto, and which total \$102,999.00. These amounts are in excess of and are not duplicative of the Debtors' proposed cure amounts which total \$26,268.00.

8. The additional amounts are owed under the same contracts Debtors have proposed for assumption. Specifically, as detailed in Exhibits A and B to this Objection, those contracts are identified by the Debtors as GM Contract ID numbers GMS28592, GMS28594, GMS28602, and GMS28603.

9. The Bankruptcy Code and orders of the Court require the Debtors to cure defaults as a precondition to assuming executory contracts with Tecta and compensate or provide adequate assurance that the Debtors will compensate Tecta for monetary losses caused by the Debtors' defaults. *See* 11 U.S.C. § 365(b).

10. As set forth above, the Debtors' proposed cure amount does not include all amounts required to be paid to Tecta upon assumption of the contracts identified by the Debtors on Exhibit A and Tecta therefore objects to the cure amount proposed by Debtors.

11. Tecta further objects to the sufficiency of the Notice, including as to the identities of the contracts proposed to be assumed and cure amounts, to the extent that the information on the website referenced in the Notice does not provide sufficient information to permit Tecta at this time to confirm all contracts proposed to be assumed and related cure amounts.

RESERVATION OF RIGHTS

12. Tecta reserves all rights with respect to claims related to post-petition amounts owed to it by Debtors and does not, by the filing of this Objection or otherwise, waive any right to seek payment of the same or any remedy in connection with the same, including to the extent that the amounts it seeks as cure are determined to be properly recoverable as post-petition claims.

13. Tecta further reserves the right to amend, supplement, or otherwise modify this Objection and reserves the right to assert additional objections to the proposed assumption and assignment by Debtors of agreements with Tecta at any hearing on this Objection.

CONCLUSION

WHEREFORE, based on the foregoing, Tecta respectfully requests that the Court enter an Order sustaining this Objection, overruling the Motion and related Notice to the extent inconsistent with this Objection including conditioning assumption and assignment of the agreements with Tecta which Debtor proposes to assume upon the payment of total cure costs of \$129,267.00, and grant Tecta such other and further relief as is appropriate.

Dated: June 15, 2009

QUARLES & BRADY LLP

By: /s/ Christopher Combest
Christopher Combest
(*pro hac vice* admission pending)

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Counsel for Tecta America Corp.

EXHIBIT A

Exhibit A-1

Contract Notices

User: 9Uu824S6



[My Contracts](#) [Documents & Links](#)

Supplier Details

Vendor Master ID: **125837471**

Supplier Name: **TECTA AMERICA CORP**
Contract Cure Amount: **\$26,268.00**
of Contracts: **17**

Click [here](#) to view Contract Cure Amount Details

Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Contract Status
5716-00102303	GMS28591	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102304	GMS28592	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102305	GMS28593	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102306	GMS28594	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102307	GMS28595	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102308	GMS28596	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102309	GMS28597	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102310	GMS28598	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102311	GMS28599	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102312	GMS28600	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102313	GMS28601	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102314	GMS28602	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102316	GMS28603	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00102317	GMS28604	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00104508	GMS99444	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00109713	GMS30576	125837471	TECTA AMERICA CORP	Agreement	Noticed
5716-00123942	GMS31748	125837471	TECTA AMERICA CORP	Agreement	Noticed

[Hover mouse cursor here for Contract Status Legend](#)

Important Notices:

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that in the sale motion.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

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Exhibit A-2

Contract Notices

User: 9Uu824S6



My Contracts Documents & Links

Supplier Details

Vendor Master ID: **125837471**

Supplier Name: **TECTA AMERICA CORP**
Contract Cure Amount: **\$26,268.00**
of Contracts: **17**

[Click here to view Contracts](#)

Cure Amount Details

<u>Remit DUNS</u>	<u>PO Number</u>	<u>BOL</u>	<u>Document Date</u>	<u>Due Date</u>	<u>Amount</u>
RD125837471	GMS28596	I033363440	5/7/2009	STAYED	\$1,652.00 USD
RD125837471	GMS31748	PSI03444	5/7/2009	STAYED	\$2,490.00 USD
RD125837471	GMS28602	PSI03395	4/30/2009	STAYED	\$9,480.00 USD
RD125837471	GMS28594	PSI03371	4/29/2009	STAYED	\$12,496.00 USD
RD125837471	GMS31748	PSI02812	2/28/2009	STAYED	\$870.00 USD
RD125837471	GMS31748	PSI02812	2/28/2009	STAYED	(\$720.00) USD

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All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

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EXHIBIT B

Exhibit B

Additional Cure Amounts Owed By Debtors Associated With Assumed Contracts

GM Contract ID	Invoice #	Date	Description	Amount
GMS28592	PSI03674	5/30/2009	GMPT Bedford Plant #1611	\$17,472.00
GMS28594	PSI03673	5/30/2009	GM Bowling Green Plant	\$7,040.00
GMS28602	PSI03672	5/30/2009	General Motors	\$10,560.00
GMS28603	PSI03642	5/30/2009	General Motors Spring Hill	\$34,870.00
GMS28594	PSI03640	5/30/2009	GM Bowling Green Plant	\$15,312.00
GMS28592	PSI03639	5/30/2009	GMPT Bedford Plant #1611	\$17,745.00
Total				\$102,999.00